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12 **UNITED STATES DISTRICT COURT**
13 **EASTERN DISTRICT OF CALIFORNIA**

14 **AMANDA ARMSTRONG,**

15 Plaintiff,

16 **v.**

17 **VOSS & KLEIN, LLC;**
18 **EQUIFAX INFORMATION**
19 **SERVICES, LLC; EXPERIAN**
INFORMATION SOLUTIONS,
INC.; AND, TRANS UNION,
LLC,

20 Defendants.

21 **Case No.:**

22 **COMPLAINT FOR DAMAGES**
23 **FOR VIOLATIONS OF:**

24 **I. FAIR DEBT COLLECTION**
25 **PRACTICES ACT;**

26 **II. ROSENTHAL FAIR DEBT**
27 **COLLECTION PRACTICES**
28 **ACT;**

29 **III. FAIR CREDIT REPORTING**
30 **ACT;**

31 **IV. CALIFORNIA CONSUMER**
32 **CREDIT REPORTING**
33 **AGENCIES ACT**

34 **JURY TRIAL DEMANDED**

35 **UNLIMITED – OVER \$25,000**

36 **CASE NO.:**

37 *Armstrong v. Voss & Klein, LLC, et al.*

38 **COMPLAINT**

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive,
2. deceptive, and unfair debt collection practices by many debt collectors, and has
3. determined that abusive debt collection practices contribute to the number of
4. personal bankruptcies, to marital instability, to the loss of jobs, and to invasions
5. of individual privacy. Congress wrote the Fair Debt Collection Practices Act,
6. 15 U.S.C. § 1692 et seq, to eliminate abusive debt collection practices by debt
7. collectors, to insure that those debt collectors who refrain from using abusive
8. debt collection practices are not competitively disadvantaged, and to promote
9. consistent State action to protect consumers against debt collection abuses.
10. 2. The United States Congress has also found that the banking system is dependent
11. upon fair and accurate credit reporting. Inaccurate credit reports directly impair
12. the efficiency of the banking system, and unfair credit reporting methods
13. undermine the public confidence, which is essential to the continued
14. functioning of the banking system. As such, Congress enacted the Fair Credit
15. Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) to insure fair and accurate
16. reporting, promote efficiency in the banking system and protect consumer
17. privacy. The FCRA seeks to ensure consumer reporting agencies exercise their
18. grave responsibilities with fairness, impartiality, and a respect for the
19. consumer’s right to privacy because consumer reporting agencies have assumed
20. such a vital role in assembling and evaluating consumer credit and other
21. information on consumers. The FCRA also imposes duties on the sources that
22. provide credit information to credit reporting agencies, called “furnishers.”
23. 3. The California legislature has determined that the banking and credit system
24. and grantors of credit to consumers are dependent upon the collection of just
25. and owing debts and that unfair or deceptive collection practices undermine the
26. public confidence that is essential to the continued functioning of the banking

1 and credit system and sound extensions of credit to consumers. The Legislature
2 has further determined that there is a need to ensure that debt collectors exercise
3 this responsibility with fairness, honesty, and due regard for the debtor's rights
4 and that debt collectors must be prohibited from engaging in unfair or deceptive
5 acts or practices.¹

6 4. AMANDA ARMSTRONG ("Plaintiff"), by Plaintiff's attorneys, brings this
7 action to challenge the actions of VOSS & KLEIN, LLC ("Voss & Klein");
8 EQUIFAX INFORMATION SERVICES, LLC ("Equifax"); EXPERIAN
9 INFORMATION SOLUTIONS, INC. ("Experian"); AND, TRANS UNION,
10 LLC ("Trans Union") with regard to attempts by Voss & Klein to unlawfully
11 and abusively collect an invalid debt, inclusive of inaccurate credit reporting to,
12 and by, the Credit Bureaus and this conduct caused Plaintiff damages.

13 5. Plaintiff makes these allegations on information and belief, with the exception
14 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which
15 Plaintiff alleges on personal knowledge.

16 6. While many violations are described below with specificity, this Complaint
17 alleges violations of the statute cited in its entirety.

18 7. Unless otherwise stated, all the conduct engaged in by Defendants took place
19 in California.

20 8. Any violations by each Defendant were knowing, willful, and intentional, and
21 Defendant did not maintain procedures reasonably adapted to avoid any such
22 violation.

23 9. Unless otherwise indicated, the use of a Defendant's name in this Complaint
24 includes all agents, employees, officers, members, directors, heirs, successors,

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27 ¹ Cal. Civ. Code §§ 1788.1 (a)-(b)

1 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of
2 Defendant's named.

3 **JURISDICTION AND VENUE**

4 10. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331; 15 U.S.C. § 1692;
5 15 U.S.C. § 1681p; and, 28 U.S.C. § 1367 for supplemental state claims.
6 11. This action arises out of Defendant's violations of (i) the Fair Debt Collection
7 Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"); (ii) the Rosenthal Fair
8 Debt Collection Practices Act, Cal. Civ. Code § 1788.17 ("RFDCPA"); (iii) the
9 Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. ("FCRA"); (iv) the
10 California Consumer Credit Reporting Agencies Act, Cal. Civ. Code §§ 1785.1,
11 et seq. ("CCCAA").
12 12. Because Defendants conduct business within the State of California, personal
13 jurisdiction is established.
14 13. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i)
15 Plaintiff resides in the County of Yolo, State of California which is within this
16 judicial district; (ii) the conduct complained of herein occurred within this
17 judicial district; and, (iii) Defendant conducted business within this judicial
18 district at all times relevant.

19 **PARTIES**

20 14. Plaintiff is a natural person who resides in Woodland, California, from whom
21 Voss & Klein sought to collect a consumer debt which was alleged to be due
22 and owing from Plaintiff.
23 15. Plaintiff is informed and believes, and thereon alleges, that Voss & Klein in the
24 ordinary course of business, regularly, on behalf of themselves or others,
25 engages in "debt collection" as that term is defined by California Civil Code §
26 1788.2(b), and is therefore a "debt collector" as that term is defined by
27 California Civil Code § 1788.2(c); and, 15 U.S.C. § 1692a(6).

- 1 16. This case involves money, property or their equivalent, due or owing or alleged
2 to be due or owing from a natural person by reason of a consumer credit
3 transaction. As such, this action arises out of a “consumer debt” and “consumer
4 credit” as those terms are defined by 15 U.S.C. § 1692a(5); and Cal. Civ. Code
5 § 1788.2(f);
- 6 17. Plaintiff is a “debtor” as that term is defined by Cal. Civ. Code § 1788.2(h).
- 7 18. This action arises out of a “debt” as that term is defined by Cal. Civ. Code §
8 1788.2(d) that was incurred as a result of a “consumer credit transaction” as
9 defined by Cal. Civ. Code § 1788.2(e).
- 10 19. In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
11 1681a(c); Cal. Civ. Code § 1785.3(c).
- 12 20. Voss & Klein is a furnisher of information as contemplated by FCRA sections
13 1681s-2(b), that regularly and in the ordinary course of business furnish
14 information to one or more consumer reporting agencies about consumer
15 transactions or experiences with any consumer.
- 16 21. Equifax, Experian, and Trans Union are each a “consumer reporting agency” as
17 that term is defined by 15 U.S.C. § 1681a(f); and, a “consumer credit reporting
18 agency” as defined by Cal. Civ. Code § 1785.3(d).
- 19 22. Defendants are also each a “person” as that term is defined by Cal. Civ. Code §
20 1785.3(j).
- 21 23. The causes of action herein also pertain to Plaintiff’s “consumer credit report”
22 as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate
23 representations of Plaintiff’s credit worthiness, credit standing, and credit
24 capacity were made via written, oral, or other communication of information
25 by a consumer credit reporting agency, which is used or is expected to be used,
26 or collected in whole or in part, for the purposes of serving as a factor in
27 establishing Plaintiff’s eligibility for, among other things, credit to be used
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1 primarily for personal, family, household and employment purposes.

2 24. Voss & Klein is a debt collector operating from the State of Florida.

3 25. Equifax is a corporation located in the State of Georgia.

4 26. Experian is a corporation located in the State of California.

5 27. Trans Union is a corporation located in the State of Pennsylvania.

6 28. Defendants are also each a “person” as that term is defined by Cal. Civ. Code §

7 1785.3(j).

8 **FACTUAL ALLEGATIONS**

9 29. At all times relevant, Plaintiff is an individual residing within the State of

10 California.

11 30. In 2019, Plaintiff briefly worked as a receptionist in the employ of Dr. Hung, a

12 private practice dental office.

13 31. During her employ with Dr. Hung, Plaintiff became aware and concerned

14 regarding certain aspects of Dr. Hung’s dental practice.

15 32. Specifically, Plaintiff had reasonable cause to believe that Dr. Hung was

16 secretly recording the private conversations of his employees.

17 33. Further, Plaintiff had reasonable cause to believe that Dr. Hung was improperly

18 instructing and directing other employees to perform procedures on patients,

19 when those employees were not adequately licensed to perform said

20 procedures.

21 34. Further, Plaintiff had reasonable cause to believe that Dr. Hung had improperly

22 instructed herself and another employee to lie to patients, in an attempt to

23 conceal a potential medical malpractice claim against Dr. Hung and his dental

24 practice.

25 35. Consequently, Plaintiff concluded that remaining in the employ of Dr. Hung

26 would jeopardize her career, reputation, and subject her to the discomfort of

27 litigation.

- 1 36. As a result, Plaintiff left the employ of Dr. Hung.
- 2 37. Immediately after leaving Dr. Hung's office, Plaintiff contacted Dr. Hung to
- 3 inquire as to the status of Plaintiff's final paycheck.
- 4 38. Much to Plaintiff's surprise and frustration, Dr. Hung informed Plaintiff that
- 5 not only would he not pay Plaintiff for time worked at his office, but that he
- 6 would also charge Plaintiff for training Plaintiff received.
- 7 39. The training Plaintiff received was provided to her so that she could perform
- 8 the functions that Dr. Hung required of her as an employee.
- 9 40. Accordingly, Dr. Hung informed Plaintiff that she owed him \$56. Dr. Hung
- 10 purportedly made this calculation by deducting the value he claimed for the
- 11 training from the wage earned by Plaintiff for time worked.
- 12 41. Sometime later, Plaintiff received correspondence from Mr. Gold at Voss &
- 13 Klein, stating that Dr. Hung reported to Voss & Klein that Plaintiff owed nearly
- 14 \$700, which is many times greater than the debt Dr. Hung originally alleged
- 15 Plaintiff owed him.
- 16 42. Immediately thereafter, Plaintiff disputed the debt directly to Voss & Klein,
- 17 providing to them the many reasons why Plaintiff believed this was a fraudulent
- 18 debt.
- 19 43. Unfortunately, neither Voss & Klein nor Dr. Hung responded to Plaintiff's
- 20 dispute. In fact, both Voss & Klein and Dr. Hung have repeatedly ignored
- 21 Plaintiff's attempts to resolve the alleged debt, ignoring her phone calls and
- 22 emails, wherein Plaintiff demands proof of the alleged charges.
- 23 44. On June 26, 2023, Plaintiff contacted Equifax, Experian, and Trans Union in
- 24 writing to dispute this account.
- 25 45. In each of her correspondences to the credit bureaus, Plaintiff stated that the
- 26 reporting was inaccurate and that she was a victim of a fraudulent debt, resulting

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1 from the retaliatory actions of Dr. Hung, as well as the predatory actions of
2 Voss & Klein.

3 46. Voss & Klein was then required to conduct a reasonable reinvestigation into
4 this specific account on Plaintiff's consumer report pursuant to 15 U.S.C. §
5 1681s-2(b)(1)(A).

6 47. The Credit Bureaus were also required to conduct their own reasonable
7 reinvestigation into this specific account on Plaintiff's consumer report
8 pursuant to 15 U.S.C. §1681i.

9 48. Plaintiff unfortunately received notice from Equifax, Experian, and Trans
10 Union that the inaccurate account information would remain on each of their
11 credit files.

12 49. To date, the inaccurate debt appears on Plaintiff's Equifax; Experian; and, Trans
13 Union credit reports.

14 50. Voss & Klein submits inaccurate credit information regarding Plaintiff to the
15 Credit Bureaus every thirty days.

16 51. The Credit Bureaus did not provide notice to Plaintiff that Plaintiff's dispute
17 was "frivolous or irrelevant," pursuant to 15 U.S.C. § 1681i(a)(3).

18 52. Defendants' investigations were unreasonable.

19 53. More specifically, Voss & Klein should have discovered from Voss & Klein's
20 own records, including Plaintiff's formal dispute, that the information being
21 reported was inaccurate and materially misleading since Plaintiff provided
22 information showing she was the victim of identity theft.

23 54. Plaintiff contends that it was unreasonable for Defendants to not contact
24 Plaintiff for further information if needed; to not conduct a simple inquiry
25 regarding Plaintiff's identifying information; and to not contact any individuals
26 or parties associated with the prior matter to determine the status of the debt.

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1 55. Accordingly, Voss & Klein failed to conduct a reasonable investigation with
2 respect to the disputed information as required by 15 U.S.C. § 1681s-2(b)(1)(A)
3 by failing to remove all of the disputed and incorrect information.

4 56. Voss & Klein failed to review all relevant information provided by Plaintiff in
5 the dispute to the Credit Bureaus, as required by and in violation of 15 U.S.C. §
6 1681s-2(b)(1)(B).

7 57. Due to Voss & Klein's failure to reasonably investigate, Voss & Klein further
8 failed to correct and update Plaintiff's information as required by 15 U.S.C. §
9 1681s-2(b)(1)(E), thereby causing continued reporting of inaccurate
10 information in violation of 15 U.S.C. § 1681s-2(b)(1)(C).

11 58. By inaccurately reporting account information after notice and confirmation of
12 its errors, Voss & Klein failed to take appropriate measures as required by 15
13 U.S.C. § 1681s-2(b)(1)(D); and, (E).

14 59. Through this conduct, Voss & Klein violated Cal. Civ. Code § 1785.25(a) by
15 furnishing information to consumer reporting agencies that Voss & Klein knew
16 or should know was inaccurate.

17 60. The Credit Bureaus also failed to conduct reasonable investigations with respect
18 to the disputed information as required by 15 U.S.C. § 1681i.

19 61. Plaintiff's continued efforts to correct Defendants' erroneous and negative
20 reporting by communicating Plaintiff's dispute with the Credit Bureaus were
21 fruitless.

22 62. Defendants' continued inaccurate and negative reporting of the inaccurate
23 information to Plaintiff's credit report in light of Defendants' knowledge of the
24 actual error was willful.

25 63. Defendants' continued inaccurate and negative reporting of the inaccurate
26 information to Plaintiff's credit report in light of Defendants' knowledge of the
27 actual error was reckless.

1 64. Defendants' failure to correct the previously admitted inaccuracies on
2 Plaintiff's credit reports was intentional and in reckless disregard of
3 Defendants' duty to refrain from reporting inaccurate information.

4 65. Accordingly, Defendants willfully and negligently failed to comply with
5 Defendants' respective duties to reasonably investigate Plaintiff's dispute.

6 66. Defendants' inaccurate and negative reporting damaged Plaintiff's
7 creditworthiness.

8 67. Defendant's conduct has caused Plaintiff emotional distress.

9 68. Plaintiff has spent countless hours disputing this inaccurate information with
10 Defendant in an attempt to provide any and all information needed for the
11 investigations.

12 69. While Plaintiff was thorough in Plaintiff's disputes at all times, each Defendant
13 merely responded with form letters that failed to take into account any of the
14 specifics identified in Plaintiff's disputes.

15 70. Plaintiff's anxiety; frustration; stress; lack of sleep; nervousness; anger; and,
16 embarrassment continues to this day because this large charge-off
17 mischaracterizes Plaintiff as someone that avoids Plaintiff's financial
18 obligations and significantly harms Plaintiff's credit score.

19 71. Despite Plaintiff's repeated attempts, Defendants continue to report an invalid
20 debt to Plaintiff's credit report.

21 72. As a direct and proximate result of Defendant's willful action and inaction,
22 Plaintiff has suffered actual damages, including, but not limited to, reviewing
23 credit reports, preparing and mailing dispute letters, attorneys' fees, loss of
24 credit, loss of ability to purchase and benefit from credit, increased costs for
25 credit, mental and emotional pain and anguish, and humiliation and
26 embarrassment of credit denials. Plaintiff has further spent countless hours and
27 suffered pecuniary loss in attempting to correct Defendant's inaccurate and
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derogatory information, without success.

73. Based upon the discussion above, Plaintiff contends that punitive damages are available to Plaintiff.
74. To report an ongoing obligation despite the fraudulent nature of these accounts shows that Defendant took action involving an unjustifiably high risk of harm that was either known or so obvious that it should be known.
75. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which was to harass, oppress, and abuse Plaintiff in connection with the collection of Plaintiff's alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.
76. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692e by using false, deceptive, and misleading representations in connection with the collection of Plaintiff's alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.
77. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, and legal status of the fraudulent debt in connection with the collection of the fraudulent debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.
78. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692e(8) by reporting credit information regarding Plaintiff that Voss & Klein knew or should have known to be inaccurate. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.

1 79. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692e(10) by using
2 false representations and deceptive means to collect the fraudulent debt from
3 Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code
4 § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.

5 80. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692f by using unfair
6 and unconscionable means to collect the fraudulent debt from Plaintiff. This
7 section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17;
8 thus, Voss & Klein violated Cal. Civ. Code § 1788.17.

9 81. Through this conduct, Voss & Klein violated 15 U.S.C. § 1692f(1) by collecting
10 an amount not expressly authorized by the agreement creating the debt or
11 permitted by law. This section is incorporated into the RFDCPA through Cal.
12 Civ. Code § 1788.17; thus, Voss & Klein violated Cal. Civ. Code § 1788.17.

13 82. The continued pursuit of Plaintiff through direct collection efforts and credit
14 reporting despite the fraudulent nature of these accounts shows that Voss &
15 Klein took action involving an unjustifiably high risk of harm that was either
16 known or so obvious that it should be known.

17 83. Voss & Klein's outrageous, abusive, and malicious acts constituted an intrusion
18 upon Plaintiff's seclusion.

19 84. Voss & Klein intruded upon the solitude and seclusion of Plaintiff's private
20 affairs by obtaining information regarding Plaintiff in connection with a
21 transaction not authorized by Plaintiff.

22 85. Said information was obtained without Plaintiff's knowledge or consent and
23 was utilized in connection with the opening of the fraudulent account and
24 utilized to further Voss & Klein's collection efforts in connection with the
25 judgment and credit reporting.

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1 86. In addition, Voss & Klein's repeated collection efforts misrepresenting Plaintiff
2 to be personally liable for fraudulent debts also intruded upon the solitude,
3 seclusion, and private affairs of Plaintiff.

4 87. Voss & Klein's intrusions were substantial and highly offensive to Plaintiff as
5 well as an ordinarily reasonable person.

6 88. Voss & Klein's intrusions caused Plaintiff to sustain injury, damages, loss, and
7 harm in the form of emotional distress and pecuniary loss as discussed herein.

8 89. Since Plaintiff's efforts to be absolved of the fraudulent debts were
9 unsuccessful, Plaintiff was required to bring this action to finally resolve
10 Plaintiff's remaining disputes.

11 90. Similarly, Equifax, Experian, and Trans Union also received documents in
12 connection with Plaintiff's dispute that directly contradicted the inaccurate
13 credit reporting.

14 91. These documents should have caused Equifax, Experian, and Trans Union to
15 remove the inaccurate information from Plaintiff's credit report.

16 92. By intentionally reporting continuing obligations, Equifax, Experian, and Trans
17 Union acted in conscious disregard for Plaintiff's rights.

18 93. To report an ongoing obligation despite the invalid nature of this account shows
19 that Defendants took action involving an unjustifiably high risk of harm that
20 was either known or so obvious that it should be known.

21 94. Since Plaintiff's efforts to be absolved of the invalid debt were unsuccessful,
22 Plaintiff was required to bring this action to finally resolve Plaintiff's remaining
23 disputes.

24 95. Plaintiff was required to bring this action to finally resolve Plaintiff's remaining
25 disputes and to obtain vindication for his successful defense of the Collection
26 Action.

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CAUSES OF ACTION CLAIMED BY PLAINTIFF

COUNT I

VIOLATION OF THE FAIR DEBT COLLECTION

PRACTICES ACT

15 U.S.C. §§ 1692-1692(P) (FDCPA)

[AGAINST VOSS & KLEIN, LLC]

96. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
97. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA.
98. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from each Defendant individually.

COUNT II

**VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT**

CAL. CIV. CODE §§ 1788-1788.32 (RFDCPA)

[AGAINST VOSS & KLEIN, LLC]

99. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
100. The foregoing acts and omissions constitute numerous and multiple violations of the RFDCPA.
101. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages

1 for a knowing or willful violation in the amount up to \$1,000.00 pursuant to
2 Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant
3 to Cal. Civ. Code § 1788.30(c) from each Defendant individually.

4 **COUNT III**

5 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**

6 **15 U.S.C. §§ 1681-1681X (FCRA)**

7 **[AGAINST ALL DEFENDANTS]**

8 102. Plaintiff incorporates by reference all of the above paragraphs of this Complaint
9 as though fully stated herein.

10 103. The foregoing acts and omissions constitute numerous and multiple violations
11 of the FCRA.

12 104. As a result of each and every negligent violation of the FCRA, Plaintiff is
13 entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable
14 attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from each
15 Defendant.

16 105. As a result of each and every willful violation of the FCRA, Plaintiff is entitled
17 to actual damages or damages of not less than \$100 and not more than \$1,000
18 and such amount as the court may allow, pursuant to 15 U.S.C. §
19 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C.
20 § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §
21 1681n(a)(3) from each Defendant.

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COUNT IV

**VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING
AGENCIES ACT
CAL. CIV. CODE § 1785.1 ET SEQ. (CCRAA)
[AGAINST ALL DEFENDANTS]**

106. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
107. The foregoing acts and omissions constitute numerous and multiple violations of the California Consumer Credit Reporting Agencies Act.
108. In the regular course of its business operations, Voss & Klein routinely furnishes information to credit reporting agencies pertaining to transactions between Voss & Klein and Voss & Klein's consumers, so as to provide information to a consumer's credit worthiness, credit standing and credit capacity.
109. Because Voss & Klein is a partnership, corporation, association, or other entity, and are therefore each a "person" as that term is defined by Cal. Civ. Code § 1785.3(j), Voss & Klein is and always was obligated to not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should have known that the information is incomplete or inaccurate, as required by Cal. Civ. Code § 1785.25(a).
110. Since Voss & Klein received all documents required to determine the inaccuracy of Voss & Klein's reporting, Voss & Klein should have known to update said reporting.
111. Equifax, Experian, and Trans Union also should have determined that Voss & Klein's reporting was inaccurate through review of their own account notes and records; and, as a result of the information provided with Plaintiff's disputes.

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1 112. Attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from all
2 Defendants.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays that judgment be entered against each Defendant for:

- 5 • An award of actual damages, in an amount to be determined at trial,
pursuant to Cal. Civ. Code § 1788.30(a), for each plaintiff;
- 6 • An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code §
7 1788.30(b), for each plaintiff;
- 8 • An award of costs of litigation and reasonable attorney's fees, pursuant to
Cal. Civ. Code § 1788.30(c);
- 9 • An award of actual damages, in an amount to be determined at trial,
pursuant to 15 U.S.C. § 1692k(a)(1), for each plaintiff;
- 10 • An award of statutory damages of \$1,000.00, pursuant to 15 U.S.C. §
11 1692k(a)(2)(A), for each plaintiff;
- 12 • An award of costs of litigation and reasonable attorney's fees, pursuant to
15 U.S.C. § 1692k(a)(3);
- 13 • An injunction preliminarily and permanently enjoining Defendant from
engaging in the unlawful debt collection practices stated herein;
- 14 • An award of actual damages, in an amount to be determined at trial or
damages of a maximum of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A),
against Defendant for each incident of willful noncompliance of the FCRA;
- 15 • An award of punitive damages, as the Court may allow pursuant to 15
U.S.C. § 1681n(a)(2), against Defendant for each incident of willful
noncompliance to the FCRA;
- 16 • An award for costs and reasonable attorney's fees, pursuant to 15 U.S.C. §
17 1681n(a)(3), against Defendant for each incident of negligent
noncompliance of the FCRA;
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- An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o(a)(1) against Defendant for each incident of negligent noncompliance of the FCRA;
- An award of costs and litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against Defendant for each incident of noncompliance of the FCRA;
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(2)(A), against each named Defendant individually;
- Award of attorneys' fees and costs pursuant to Cal. Civ. Code § 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d) against each named Defendant individually;
- An award of punitive damages of \$100-\$5,000 per willful violation of Cal. Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code § 1785.31(a)(2)(B);
- Punitive damages according to proof as to the FCRA; and, CCCRAA;
- For equitable and injunctive relief pursuant to Cal. Civ. Code § 1785.31(b);
- Any and all other relief the Court deems just and proper.

TRIAL BY JURY

113. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: September 8, 2023

Respectfully submitted,

LOKER LAW, APC

By: /s/ Elizabeth A. Wagner
ELIZABETH A. WAGNER, ESQ.
ATTORNEY FOR PLAINTIFF